

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

In Re:	:	
	:	
Wanda D. Wilson	:	: Chapter 13
Debtor,	:	: Case No. 18-16752-AMC
	:	
-----	:	
U.S. Bank Trust National Association, as Trustee of the Cabana Series III Trust	:	
	:	
Movant,	:	
v.	:	Hearing: November 25, 2020
	:	Courtroom # 4
Wanda D. Wilson	:	
	:	
Debtor,	:	
and	:	
	:	
Scott F. Waterman, Esquire	:	11 U.S.C. §362(d)
Trustee,	:	
	:	
Respondents.	:	

**STIPULATION RESOLVING MOTION FOR RELIEF
FROM THE AUTOMATIC STAY**

THIS matter being opened to the Court by Brian E. Caine, Esquire, of the law office of Parker McCay P.A., attorney for the secured creditor, U.S. Bank Trust National Association, as Trustee of the Cabana Series III Trust, (hereinafter “Movant”), upon a Motion for Relief from the Automatic Stay as to Real Property, more commonly known as 3332 N. Mascher Street, Philadelphia PA 19140; and David M. Offen, Esquire appearing on behalf of Debtor, Wanda D. Wilson, and it appearing that the parties have amicably resolved their differences and for good cause shown;

1. The Debtor and Movant recently entered into a loan modification agreement which provides for a first payment due October 1, 2020. Said loan modification agreement was filed with the Court at Docket Number 96 on October 27, 2020.
2. Under said loan modification agreement, the Debtor will make the monthly payments to Movant starting with the October 1, 2020 payment, and continuing each month thereafter for the duration of this Chapter 13 proceeding, Debtor shall remit payments directly to Movant as same come due.

3. If the Debtor fails to make any of the payments stated herein within 30 days of its due date, then counsel for the Movant may send Debtor and Debtor's attorney a notice of default, and the Debtor shall have 14 days from the date of the notice to cure said default. If the default is not cured timely cured, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay as to the mortgaged property herein.
4. Debtor agrees that Movant may not exceed attorney fees of \$100 for each notice of default letter.

(remainder of page intentionally left blank)

The undersigned hereby consent to the form and entry of the within Stipulation.

/s/Brian E. Caine
Brian E. Caine, Esquire
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/s/David M. Offen
David M. Offen, Esquire
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/s/Polly A. Langdon
Concurrence by the Chapter 13 Trustee

It is hereby **ORDERED**, that the foregoing Stipulation is approved, shall be, and is made and Order of this Court.

Date: _____

ASHELY M. CHAN
U.S. BANKRUPTCY JUDGE